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2 BILL NO. S-77-04- 16

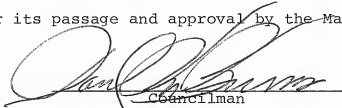
3 SPECIAL ORDINANCE NO. S- ⁹⁰⁻⁷⁷~~77-90~~

4 AN ORDINANCE approving Amendment
5 to Agreement with McNamee, Porter &
6 Seeley, Consulting Engineers, for
7 Waterworks Improvements covering
8 Expansion of the Three Rivers
9 Filtration Plant.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY
11 OF FORT WAYNE, INDIANA:

12 SECTION 1. That Amendment No. 1 to Contract for
13 Engineering Services between the City of Fort Wayne, Indiana,
14 and McNamee, Porter and Seeley of Ann Arbor, Michigan dated
15 December 7, 1970 at a cost to the Water Utility on a percentage
16 basis as set forth in the agreement, is hereby in all things
17 ratified, confirmed and approved.

18 SECTION 2. This Ordinance shall be in full force
19 and effect from and after its passage and approval by the Mayor.

20 
21 Councilman

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33 APPROVED AS TO FORM
34 AND LEGALITY, _____
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Read the first time in full and on motion by Burns, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 4-12-77

Charles W. Westermann
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talarico, and duly adopted, placed on its passage.
PASSED (~~SENT~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 5-10-77

Charles W. Westermann
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 90-77 on the 10th day of May 1976.
ATTEST: (SEAL)

Charles W. Westermann
CITY CLERK

John C. Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of May, 1976, at the hour of 4:30 o'clock P M., E.S.T.

Charles W. Westermann
CITY CLERK

Approved and signed by me this 16th day of May, 1976, at the hour of 2:30 o'clock P M., E.S.T.

Robert Elmstrong
MAYOR

HOLD & CALL
MR. PERRY
PAUL FULKERSON

Bill No. S-77-04-16

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
Approving Amendment to Agreement with McNamee, Porter & Seeley,
Consulting Engineers, for Waterworks Improvements covering Expansion
of the Three Rivers Filtration Plant

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance 02 PASS.

PAUL M. BURNS - CHAIRMAN

FREDRICK R. HUNTER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

JAMES S. STIER

Paul M. Burns
Fredrick R. Hunter
Vivian G. Schmidt
Winfield C. Moses, Jr.
James S. Stier

5-10-77 CONCURRED IN
DATE _____ CHARLES W. WESTERMAN, CITY CLERK

64-175-9 H.I
3/30/77



McNamee, Porter and Seeley

2223 PACKARD ROAD · ANN ARBOR, MICH. 48104 · AREA CODE 313 769-9220

Consulting Engineers

ACTIVE PARTNERS
J C SEELEY R M BACHTAL
J M HOLLAND O H HOLLAND, JR
H R VAN ETTA S C WARTIMBER
RETIRED PARTNERS
R L H. NAMEE W. S. HERBERT

AMENDMENT NO. 1 TO
CONTRACT FOR ENGINEERING SERVICES BETWEEN
THE CITY OF FORT WAYNE, INDIANA, AND
McNAMEE, PORTER AND SEELEY OF ANN ARBOR, MICHIGAN
DATED DECEMBER 7, 1970

For Water Works Improvements

THIS MEMORANDUM OF AGREEMENT, made this 30 day
of March, 1977, by and between THE CITY OF FORT WAYNE,
INDIANA, hereinafter referred to as the City, and McNAMEE,
PORTER AND SEELEY, hereinafter referred to as the Engineers,
WITNESSETH:

Add to the Contract dated December 7, 1970 the following:

ARTICLE II. OBLIGATIONS OF THE CITY.

Section 1. Payment. Page Four - Following first paragraph insert: "Under date of December 7, 1970, ENGINEER entered into a contract with OWNER for engineering services in connection with expansion of the Three Rivers Filtration Plant, which contract was terminated by agreement between the ENGINEER and OWNER on March 27, 1974. Under terms of the termination agreement, ENGINEER was paid \$103,818.70 as full and complete compensation for all services rendered to termination date. Full credit of this payment shall be made against the total fee for Final Design Phase provided new rapid sand filters are included in the Project. If new filters are eliminated, the ENGINEER will credit a pro rata share of the payment made upon termination against the total fee for Final Design Phase..

Page Four - Second paragraph change 0.03% to 0.30%.

ARTICLE III. GENERAL STIPULATIONS.

Add.

Non-Discrimination

ENGINEER and/or any associates shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of his race, color, religion, national origin or ancestry.

ENGINEER and/or any associates shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his age or sex, except where based on a bona fide occupational qualification.

IN WITNESS WHEREOF the parties have made and executed this Agreement the day and year first above written.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

BY Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

ATTEST:

Robert E. Armstrong
Robert E. Armstrong, Mayor
City of Fort Wayne

BY Ethel H. LaMar
Ethel H. LaMar

BY Max G. Scott
Max G. Scott

MAR 30 1977

McNAMEE, PORTER AND SEELEY

BY John M. Holland
John M. Holland

APPROVED AS TO FORM AND LEGALITY

William J. Barker
Attorney at Law



ACTIVE PARTNERS
J. C. SEELEY R. H. BACHTEL
J. H. HOLLAND D. H. HOLLAND, JR.
W. R. VAN DYKE S. C. MARTINEZ

McNamee, Porter and Seeley

2223 PACKARD ROAD · ANN ARBOR, MICH. 48104 · AREA CODE 313 665-6177

Consulting Engineers

CONTRACT FOR ENGINEERING SERVICES BETWEEN
THE CITY OF FORT WAYNE, INDIANA, AND
McNAMEE, PORTER AND SEELEY OF ANN ARBOR, MICHIGAN

For Water Works Improvements

THIS MEMORANDUM OF AGREEMENT, made this 7 day

of December, 1970, by and between THE CITY OF FORT WAYNE, INDIANA, hereinafter referred to as the City, and McNAMEE, PORTER AND SEELEY, hereinafter referred to as the Engineers, WITNESSETH:

WHEREAS, the Engineers have completed a report on Water Works Improvements covering the expansion of the Three Rivers Water Filtration Plant, and

WHEREAS, the expansion of the Three Rivers Water Filtration Plant includes the following items:

1. Increase capacity of raw water pumping facilities
2. Additional chemical feed and handling equipment
3. Additional pre-treatment facilities for 24 million gallon per day (mgd)
4. Additional filtration capacity for 24 mgd
5. Additional process piping
6. Additional plumbing
7. Additional heating
8. Additional electrical work
9. Additional pump capacity for sludge disposal including necessary revisions and/or changes to the existing sludge system.
10. Additional sludge lagoons to handle increased capacity if required, and

WHEREAS, the City now desires to have plans and specifications prepared for construction of additions to the Three Rivers Water Filtration Plant and to proceed with the construction of the same:

NOW, THEREFORE, the Engineers agree to render to the City suitable and competent engineering services in connection with the preparation of plans, specifications and contract documents and the performance of engineering during construction, and the resident engineering on the improvements, and the City hereby engages the Engineers for such services and agrees to pay them therefor, all as set forth more fully in the following ARTICLES OF AGREEMENT.

ARTICLE I. OBLIGATIONS OF THE ENGINEERS.

Section 1. Construction Plans, Specifications and Contract Documents. The Engineers will prepare detailed construction plans, specifications and contract documents and estimates of construction quantities and costs for the proposed improvements. The plans will be prepared in standard form as prints from tracings and the specifications and contract documents will be prepared as copies from typewritten masters. Sufficient copies of plans, specifications and contract documents will be furnished to the City for all studies, approval, and other needs prior to the advertising for the receiving of bids. All plans, specifications and contract documents will be such as will fulfill the requirements of the Indiana State Department of Health and any other State or Federal agencies having the right of review and approval.

Section 2. General Engineering During Construction Period. When the City is ready to proceed with the construction of the proposed improvements for which construction plans, specifications, and contract documents have been prepared as above, the Engineers will furnish general engineering services during the construction period as follows:

Furnishing of the necessary plans, specifications and contract documents to the various bidders to permit them to make a bid on the project.

Assistance in the securing of bids.

Recommendation of awards.

Assistance in the award of contracts.

Checking of shop drawings and working drawings furnished by contractors.

Consultation and advice during the construction period, both by correspondence and by periodic visits to the site of the work.

Direct supervision of the resident engineer when needed or requested.

Certification of the estimates for progress and final payment to contractors.

Preparation of record drawings of the work to conform to construction records.

Section 3. Resident Engineering During the Construction Period. When the City is ready to proceed with the construction of the proposed improvements for which construction plans, specifications and contract documents have been prepared as above, the Engineers will provide when needed or requested for the resident engineering and resident inspection during the construction period. These services will include the furnishing of a competent construction engineer and competent inspectors to be resident near the site of the work during the period of construction. The resident engineer will inspect labor, materials and workmanship involved in the construction work, will see to it that the requirements of the plans, specifications and contract documents are met by the contractor, and will supervise any inspectors. The resident engineer will make periodic measurements during the progress of construction work and will prepare the progress estimates as a basis for partial payments to contractors. The resident engineer will work under the direct supervision of the Engineers and will make periodic reports to the Engineers' office.

ARTICLE II. OBLIGATIONS OF THE CITY.

Section 1. Payment. The City agrees to pay the Engineers for the services outlined in Article I, Sections 1, 2, and 3, amounts determined by the stipulations below:

For the work involved in the preparation of construction plans, specifications, contract documents and the general engineering during the construction period as outlined in Article I, Sections 1 and 2, a percentage fee rate as determined by Curve "A" of the ASCE Manuals and Reports on Engineering Practice - No. 45, dated 1968. Curve "A" is attached.

Partial payments on account shall be made upon the satisfactory completion of each of the phases of engineering work as follows:

For the preparation of plans, specifications and contract documents, 70% of the amount determined by the foregoing percentage fee rates applied to the estimated construction costs of the respective work planned. The basis for the determination of partial payments for this phase of the work shall be the estimated construction costs determined at the time of completion of the plans, specifications and contract documents and payments therefore will become due and payable upon the completion and delivery of the work.

In accordance with our engineering contract dated February 4, 1965 and authorized by the Common Council as per Special Ordinance No. S-137-65 the Engineers will credit the cost of the preliminary report at the rate of 0.03% of actual construction cost, based on payments to contractors, up to a maximum of \$17,500 on work under the direction of the Engineer, less report credits previously allowed under Phases I and II, by Contract dated August 17, 1966.

For the general engineering during the construction period, 100% of the amounts determined by the foregoing percentage fee rates applied to the actual construction cost of the respective work, to which amounts shall be credited 100% of any amounts previously paid for construction plans, specifications and contract documents related to respective work which has been carried through to construction. The basis for determination of partial payments for this phase of the work shall be actual construction costs determined by construction contracts, purchase invoices and labor and material costs for planned work done by City forces, and payments therefor will become due and payable from month to month in proportion to payments made to construction contractors and suppliers.

For the work involved in the resident engineering and resident inspection, Article I, Section 3, the City agrees to pay the Engineers for the services outlined in Article I, Section 3, the salary costs of such resident engineer and inspectors plus 75% thereof, plus direct costs of moving of the resident engineer and inspectors to Fort Wayne.

ARTICLE III. GENERAL STIPULATIONS.

The City will provide at its own expense for any special tests and research, mill and shop inspection of material and equipment, foundation explorations such as borings, test pits, soil mechanics laboratory investigations and property surveys. The Engineers will prepare any necessary specifications for test borings or other subsurface investigations, will receive proposals for the City, and will check invoices submitted prior to payment by the City.

When redesigning of a part of the work is required by the City after such design has been approved, the Engineers shall be compensated for such redesign on the basis of salary costs of principals and staff members engaged thereon, plus 100% thereof, plus reimbursement of actual out-of-pocket expenses related thereto.

In the event that bids are received and rejected for the construction of any portion of the project and the work is readvertised for bidding, the Engineers shall be compensated for services rendered in resolicitation and reanalysis of the bids in an amount determined in the same manner as for redesign, plus the actual reproduction costs of the prints of plans, and copies of specifications used in the resolicitation of proposals.

The services provided for by this Agreement do not include or contemplate the preparation for or the appearance in litigation on behalf of the City.

If, in the opinion of the City, bids received on this proposed work are excessive and the bids are rejected by the City, then the obligation of the City to the Engineers may be limited to the fairly estimated construction costs, based on detailed plans and specifications.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

ATTEST:

BY Paul D. Buehler
Chairman

Harold L. Zeig
MAYOR - CITY OF FORT WAYNE

Robert W. Dahman

MCNAMEE, PORTER AND SEELEY DEC 7 - 1970
BY John M. Seeley
Partner

Approved as to Form and Legality

Robert D. Buehler
City Attorney

This contract is subject to the approval of the Common Council of Fort Wayne by duly adopted ordinance. S-619-70

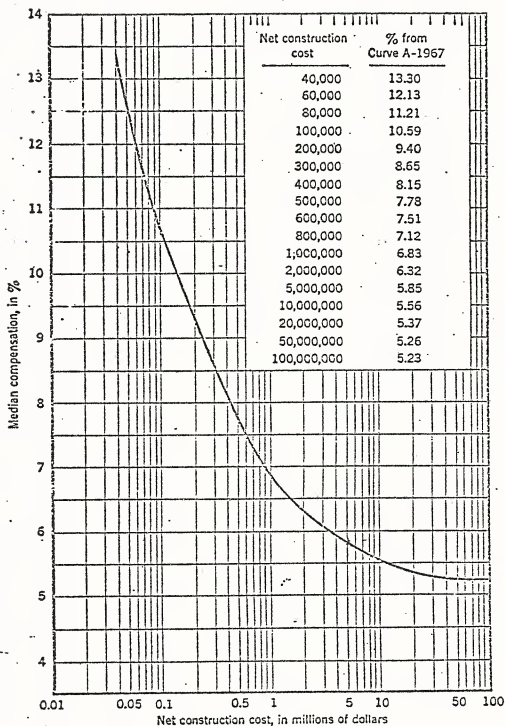


FIG. 1.—CURVE A, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY

Memorandum

To Mayor Robert E. Armstrong

Date 4-20-77

From Charles W. Westerman - City Clerk

Subject Appearance before Common Council - April 26, 1977 - 7:00 P.M.

COPIES TO:

BILL NO. S-77-01-21

AN ORDINANCE approving Amendment to Agreement with McNamee, Porter & Seeley, Consulting Engineers, for Waterworks Improvements covering Expansion of the Three Rivers Filtration Plant

Pursuant to the request of the Standing Committee Chairman of City Utilities of the Common Council, the presence of Mr. Bernard Perry and Mr. Paul Fulkerson is respectfully requested on April 26, 1977, at 7:00 o'clock P.M., Room 128, Common Council Conference Room.

Council is interested in a more detailed explanation regarding the agreement the City entered into with McNamee, Porter & Seeley, Consulting Engineers.

Your cooperation will be greatly appreciated.



City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Mayor Robert E. Armstrong Date 4-28-77

From Charles W. Westerman - City Clerk

Subject Appearance before Common Council - May 3, 1977 - 7:30 P.M.

COPIES TO:

BILL NO. S-77-01-21

AN ORDINANCE approving Amendment to Agreement with McNamee, Porter & Seeley, Consulting Engineers, for Waterworks Improvements covering Expansion of the Three Rivers Filtration Plant

Pursuant to the request of the Standing Committee Chairman of City Utilities of the Common Council, the presence of Mr. Bernard Perry and Mr. Paul Fulkerson is respectfully requested on May 3, 1977, at 7:30 o'clock P.M., Room 128, Common Council Conference Room.

Because of the time element Councilmembers were unable to have many of their questions answered. Mr. Perry's and Mr. Fulkerson's appearances are again requested so that they may be able to continue discussions regarding the above ordinance.

Your cooperation will be greatly appreciated.

OFFICE OF ORDINANCE SPECIAL ORDINANCE-Amendment to Agreement with McNamee, Porter & Seeley
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

877-04-16

SYNOPSIS OF ORDINANCE In December of 1970, the City entered into an engineering agreement with McNamee, Porter & Seeley, Consulting Engineers, for services to be provided in connection with Expansion of the Three Rivers Filtration Plant. Said Agreement was approved by the Council under Ordinance S-619-70. In December of 1973, determination was made to terminate the contract and a Termination Agreement was signed March 27, 1974. Councilmanic approval was not sought. Total costs in excess of \$117,000.00 were paid on the engineering portion of the agreement. It is now deemed appropriate to proceed with the needed expansion project. McNamee, Porter & Seeley have agreed to reactivate the original agreement pursuant to certain amendments; all as shown on attached copies of original and amended agreements.

EFFECT OF PASSAGE Allow for reactivation of Agreement for Engineering Services, thereby giving the City the benefit of costly services previously rendered.

EFFECT OF NON-PASSAGE Failure to take advantage of the costly services previously paid for by the Water Utility

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to Water Utility on percentage basis as set forth in the agreement.

ASSIGNED TO COMMITTEE

City Utilities